forcible language would be expected. *Murphy* v. *Carlin, supra.* Where one may command, "wish and desire" will be treated as a command. *Bacon* v. *Ransom,* 139 Mass. 117, 29 N. E. 473. The Massachusetts Court, in the principal case, cited *Aldrich* v. *Aldrich,* 172 Mass. 101, *supra,* and *Lloyd* v. *Lloyd,* 173 Mass, 97, *supra,* to support its holding. In both of these cases an absolute estate in fee was first given. It would seem, according to the decisions, that in the case where only a life estate was given, a trust should be raised by precatory words such as those used in the principal case. The Massachusetts Court does not make this distinction, and there is at least authority for an opposite ruling.

FOREIGN CORPORATIONS—STATUTE REVOKING LICENSE ON REMOVAL OF A CAUSE TO FEDERAL COURT.—Suits were brought in Kentucky courts, one, to compel the insurance commissioner to cancel the revocation of a foreign insurance company's permit to do business in the state; the other, to enjoin a threatened revocation. The companies had removed cases to a federal court in defiance of § 631, Kentucky Statutes of 1903. The Court of Appeals of Kentucky decided against plaintiffs. Writs of error to this court were dismissed because the permits being for one year, had expired (200 U. S. 446 and 450). On motion for a rehearing based on a showing of renewal of the permits, *Held* (Mr. JUSTICE DAY and Mr. JUSTICE HARLAN dissenting), that a state may provide by statute that if a foreign corporation shall remove to a federal court a case begun in a state court, the license of such company shall be taken away. *Security Mutual Life Insurance Co.* v. *Prewitt; Travelers Insurance Co.* v. *Prewitt* (1906), 26 Sup. Ct. Rep. 619.

It is universally agreed that a state may or may not admit a foreign corporation to do business, as it pleases; that it may impose such conditions as it will, provided they are not violative of any provisions of the Constitution of the United States and laws of the land. Furthermore, it has been asserted, notably in *Barron* v. *Burnside* (1887), 121 U. S. 186, that a statute conditioning the admission of a foreign corporation upon the surrender of a privilege secured to it by the United States Constitution is unconstitutional and void. This view, however, seems to depend for support mainly on dicta (*Bigelow* v. *Nickerson,* 70 Fed. Rep. 113; *Chattanooga R. & C. R. R. Co.* v. *Evans,* 66 Fed. 809, 814; *Southern Pacific Co.* v. *Denton,* 146 U. S. 202, 207), and on a case where the question of the constitutionality of the statute was raised by a petition for removal. *Home Insurance Co.* v. *Morse,* 20 Wall. 445. It is on *Barron* v. *Burnside* and *Home Insurance Co.* v. *Morse,* 20 Wall. 445, that Mr. JUSTICE DAY relies. Does the former overrule *Doyle* v. *Continental Insurance Co.* (1877), 94 U. S. 535, cited by Mr. JUSTICE PECKHAM in support of his position? The statute of Iowa involved in *Barron* v. *Burnside,* required the filing of an application, to contain a stipulation that the permit should be subject to further provisions of the statute, among which was one to the effect that removal should avoid the permit. Mr. JUSTICE PECKHAM reviewing the case said: "If it had been the intention of the court in *Barron* v. *Burnside* to overrule the *Doyle* case, it was easy to have said so. Instead of that, the opinion rests upon the ground of the agreement to be enacted as

a condition of granting the permit, and that the statute was not separable into parts, and it was held that the requirement of such stipulation was void. It was not held that such a statute as the one of Kentucky, now under consideration, was void. Such statute enacts no agreement or stipulation in any form or in any part of the statute." It is to be noted further, that *Barron* v. *Burnside* did not present the question as to whether a state can actually revoke a license on the ground discussed. The facts of the case were quite different from those in the other two cases. Mr. JUSTICE DAY argued finally that if the state can make the right to transact business dependent upon the surrender of one constitutional right it may do so upon the surrender of all. A late case which denies the right to revoke on the ground of removal is *Com.* v. *East Tenn. Coal Co.* (1895), 97 Ky. 238.

HUSBAND AND WIFE—PURCHASE BY WIFE OF HUSBAND'S PROPERTY AT TAX SALE—DUTY TO PAY TAXES.—A wife purchased her husband's one-third interest as tenant in common of a parcel of land at a tax sale with her own separate funds, and subsequently joined with him in executing a deed of conveyance to a third party. In an action to have the tax deed adjudged void, *Held,* that the grantee in the husband's and wife's conveyance took a perfect title. *Nagle* v. *Tieperman* (1906), — Kan. —, 85 Pac. Rep. 941.

The decision in this case is an important one in view of the fact that the court overrules former decisions on this point, and thereby places a most liberal construction on the Married Women's Act of Kansas. Dower is abolished in Kansas, and the wife upon her husband's death takes one-half of all the real estate, in which the husband at any time during the marriage had a legal or equitable interest, which has not been sold on execution or other judicial sale, and is not necessary for the payment of debts, and of which the wife has made no conveyance. The only question in the case is whether a wife who is not in the possession and not deriving benefits from the land of her husband, can with her separate means acquire the title to such land through a tax deed. That a wife has such a present interest in the lands of her husband that she cannot become a purchaser by tax deed was held in *Busenbark* v. *Busenbark,* 33 Kan. 572; *Munger* v. *Balbridge,* 41 Kan. 236; *Laton* v. *Balcom,* 64 N. H. 92, 10 Am. St. Rep. 381; *Warner* v. *Broquet,* 54 Kan. 649. The court in the last case said, "Both husband and wife have an interest, either direct or indirect in each other's real estate. These interests and the natural confidences which ought to exist between husband and wife forbid either from obtaining a tax title upon the land of the other." This is now overruled by the principal case. That the wife has not such an interest was held in *Broquet* v. *Warner,* 43 Kan. 48; *Harrington* v. *Lowe,* 84 Pac. Rep. 570; *Willard* v. *Ames,* 130 Ind. 351; *Carter* v. *Bustamente,* 59 Miss. 559. As a general rule, a tenant in common cannot acquire title against his cotenants by purchase at a sale for taxes. *Johns* v. *Johns,* 93 Ala. 239; *Emeric* v. *Alvarado,* 90 Cal. 444; *McChesney* v. *White,* 140 Ill. 330. It is also a general rule that one can acquire title to real property under tax title, where there is no legal obligation or duty on his part to pay the taxes. *Bennet* v. *N. Col. Springs Land Co.,* 23 Col. 470, 56 Am. St. Rep. 281; *University Bank*